

1 BILL NO. S-87-03-28

2 SPECIAL ORDINANCE NO. S-62-87

3 AN ORDINANCE approving the Contract  
4 for Res. 6076-87, Eastbrook Drive,  
5 street pavement, drainage, curbs  
6 and driveway approaches, (NIP Bond  
7 Issue), between Rieth-Riley Con-  
8 struction Co., Inc., and the City  
9 of Fort Wayne, Indiana, in connection  
10 with the Board of Public Works  
11 and Safety.

12 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL  
13 OF THE CITY OF FORT WAYNE, INDIANA:

14 SECTION 1. That the Contract for Res. 6076-87, Eastbrook  
15 Drive, street pavement, drainage, curbs and driveway approaches  
16 (NIP Bond Issue), by and between Rieth-Riley Construction Co.,  
17 Inc., and the City of Fort Wayne, Indiana, in connection with  
18 the Board of Public Works and Safety, for:

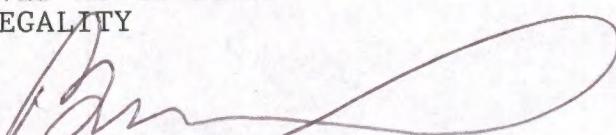
19 the improvement of Eastbrook Drive:  
20 from the North property line of  
21 Brook Street to the South property  
22 line of Grove Street for the purpose  
23 of street pavement, drainage, curbs  
24 and driveway approaches;

25 the Contract price is Forty-One Thousand Nine Hundred Four and  
26 40/100 Dollars (\$41,904.40), all as more particularly set forth  
in said Contract, which is on file in the Office of the Board  
of Public Works and Safety and, is by reference incorporated  
herein, made a part hereof, and is hereby in all things ratified,  
confirmed and approved. Two (2) copies of said Contract are  
on file with the Office of the City Clerk and made available  
for public inspection, according to law.

27 SECTION 2. That this Ordinance shall be in full force  
28 and effect from and after its passage and any and all necessary  
29 approval by the Mayor.

30  
31 Samuel J. Talarico  
32 Councilmember

33 APPROVED AS TO FORM  
34 AND LEGALITY

35   
36 Bruce O. Boxberger, City Attorney

DATE:

3-24-87

SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Tolson,  
seconded by Goddard, and duly adopted, placed on its  
passage. PASSED (LOST) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	9	—	—	—	—
<u>BRADBURY</u>	✓	—	—	—	—
<u>BURNS</u>	✓	—	—	—	—
<u>EISBART</u>	✓	—	—	—	—
<u>GiaQUINTA</u>	✓	—	—	—	—
<u>HENRY</u>	✓	—	—	—	—
<u>REDD</u>	✓	—	—	—	—
<u>SCHMIDT</u>	✓	—	—	—	—
<u>STIER</u>	✓	—	—	—	—
<u>TALARICO</u>	✓	—	—	—	—

DATE: \_\_\_\_\_

4-14-89

SANDRA E. KENNEDY, CLERK, CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL)

(SPECIAL) (ZONING MAP) ORDINANCE (RESOLUTION) NO. 56287  
on the 14th day of April, 1987

ATTEST:

ATTEST:

SANDRA E. KENNEDY, CITY CLERK

1 (SEAL)

Mark E. O'Donnell

PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana,  
on the 15th day of April, 1987  
at the hour of 11:30 o'clock A.M. E.S.T.

SANDRA E. KENNEDY CITY CLERK

Approved and signed by me this 30<sup>th</sup> day of April  
1987, at the hour of 100 o'clock P.M. E.S.T.

W.M. Moses, Jr.  
WIN MOSES, JR. MAYOR

**(Non-Federally Assisted Construction)**

PROJECT: EASTBROOK DRIVE

**RESOLUTION #** 6076-87

## NIP BOND ISSUE

## CONTENTS

Check if contained Pages

X	I	Cover Sheet
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X	S1	Schedule
X		Schedule of Items (Itemized Proposal)
X	GP1 - GP7	General Provisions
X		Special Conditions
X		Plans and Specifications
X		Drawings (If applicable)
X		Improvement Resolution
X		Notice to Bidders

## ATTACHMENTS

X				
X				Non-Collusion Affidavit
X				Bidder's Bond
X				Performance Bond
X				Sworn Experience Questionnaire
X				Plan and Equipment Questionnaire
X				Contractor Financial Statement '96-A
X				Certificate in Lieu of Financial Statement
X				Prevailing Wage Scale - State of Indiana
X				Payment Bond
X				Warranty Bond
X				Barricade Information
X				Certification of Bidder/Vendor on Anti-Apartheid

**BID SUBMITTED**

**Contractor** RIETH-RILEY CONSTRUCTION CO.,  
INC.

Les A Weber  
TFS Area Manager

**Offer** February 25, 1987  
**Date**

Bidder agrees to keep bid open for acceptance for \_\_\_\_\_ (90 days unless otherwise specified)

### Compliance

O.C. 12/84

B.O.W. Non-Ped. \*Note: Award will be made on this form

**ACCEPTANCE OF BID/AWARD OF CONTRACT**

City of Fort Wayne  
Board of Public Works and Safety

Cassette R. Gmaz  
of O. Consalves

City of Fort Wayne  
Mayor.

Award  
Date

INSTRUCTIONS TO BIDDERS  
Board of Public Works and Safety  
City of Fort Wayne, Indiana

February 6 1987  
Non-Federally Funded Construction

1. Submission of Bids. Sealed bids will be received by the Board of Public Works and Safety of the City of Fort Wayne, in the State of Indiana, hereinafter "The Board" until 9:00 o'clock a.m. on the 25 day of February, 1987, at the Office of The Board in the City-County Building, at which time the bids will be publicly opened and read, for the following described work, as more fully set forth in the specifications:

to construct street pavement, drainage, curbs and driveway approaches  
on Eastbrook Drive from the North property line of Brook Street to the  
South property line of Grove Street

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2. Inclusion of Clauses - If a clause in the Invitation for Bids (IFB) has a box  beside it, the clause applies to the IFB only if it contains a check mark (✓) or an "X". Any questions as to whether a clause is included or not should be referred to The Board.

3. Questions as to Bid Document. If a bidder finds discrepancies in, or omissions from, the bid document or has questions about the project, he should at once contact the City Engineers. If the information requested or change made is substantive, The Board will issue an amendment to the solicitation and will send such amendment to all potential bidders who have procured an Invitation for Bid (IFB). The Board and the City will not be responsible for any oral instructions.

4. Award of Contract (Timeliness, Responsiveness, Responsibility). A contract resulting from the Invitation for Bids will be awarded to the lowest and best timely bidder who is also responsive and responsible. If bids are otherwise equal, award will be made to that bidder granting the largest prompt payment discount.

5. Bid Requirements. All bids shall be endorsed with the title of the work, the name of the bidder, and the date of mailing or presentation. All bids shall be filed in the office of The Board on or before the day and hour set forth above and stated in the advertisement, and no bid received after that time will be accepted. The Board will not accept any late filing regardless of reason, including delays in the mail.

All bids shall include the exact quantities of each item shown on the bidding form for each section of the work, and unless the IFB otherwise states, the total cost of the various sections shall be considered a lump sum bid.

6. Examination of Bids For Responsiveness. After the bids are opened and read, The Board will examine them to determine if they are responsive. In order to be responsive, the bidder must complete all blanks requiring completion, and must submit all information required to be submitted. Any alteration, erasure, or interlineation of the contract or the IFB may cause the bid to be determined non-responsive. Proposals which are unbalanced may also be determined non-responsive.

However, The Board reserves the right to accept any bid, to reject any and all bids, and to waive defects or irregularities on any bid.

7. Determination of Responsibility. Prior to awarding any contract pursuant to this Invitation for Bids, The Board will make a determination of responsibility. An award of a contract to a bidder shall constitute an affirmative determination of responsibility.

In reaching a determination of responsibility, The Board can consider among other factors:

- (a) The Contractor's record of integrity.
- (b) The Contractor's experience and past performance record in construction work.
- (c) The Contractor's financial status.
- (d) The Contractor's capability to perform the project.
- (e) Whether the bidder is in arrears upon or in default of any debt, contract or other obligation to the City of Fort Wayne.
- (f) Whether the bidder is debarred from Federal or City of Fort Wayne contracts.
- (g) The bidders record in MBE/WBE compliance.
- (h) Whether the bidder is engaged in litigation with the City of Fort Wayne.

In arriving at a determination of responsibility, The Board may institute a pre-award survey on any or all bidders. That pre-award survey may examine any of the considerations relating to a bidder's responsibility as set forth above. Bidders will cooperate with the pre-award survey team. Failure to cooperate can result in a finding of non-responsibility.

8. Prequalification - In addition to being timely, responsive, and responsible, a bidder must also be prequalified by the State Department of Highways in order to be awarded a Contract.

9. Bid Bond or Deposit. Each bid must be accompanied by a bond executed by the bidder and surety satisfactory to The Board, in a sum of FIVE percent (5%) of the aggregate amount of the bid, but in no case less than \$100.00; or the bidder may deposit with The Board in lieu of such bond, a certified check on a solvent bank in a sum of ----- percent (---%) of the aggregate bid or proposal, but in no case less than \$100.00, which certified check shall be payable to the City of Fort Wayne. The bid bond or certified check shall serve as a guarantee that should the said bid be accepted by The Board, the bidder will, within ten (10) days after the time he is notified of the acceptance of the bid, enter into a contract with the City of Fort Wayne for the work bid upon and give bond with surety to be approved by The Board, insuring the faithful completion of the contract.

In case a bid is not accepted, the obligation of the said bond shall be null and void and the certified check will be returned to the bidder, as the case may be. In case a bid is accepted, and the bidder does not enter into a contract with the City of Fort Wayne for the work bid upon within ten (10) days after notification of award, then the obligation of the bond or the certified check shall be forfeited to the City of Fort Wayne for ascertained and/or liquidated damages for failure to enter into a contract. Provided that, the City's action in forfeiting the bond or retaining the certified check shall not preclude the City from taking any further action against the contractor to recover for all actual damage, the City has suffered.

10. Sworn Experience Questionnaire, Plan and Equipment Questionnaire and Contractor's Financial Statement. Each bidder will submit with and as part of its bid the following documents under oath and on forms prescribed by the State Board of Accounts, or shall have the following forms on file with The Board which shall not be less than one year old.

- (a) Experience Questionnaire.
- (b) Plan and Equipment Questionnaire, and
- (c) Contractor's Financial Statement (Form 96-A) or Certificate in Lieu of Financial Statement.

11. Execution of Additional Bid Documents. In addition to all documents previously mentioned as having to be executed and submitted as part of the bid, each bidder will be required as part of its bid to execute and submit the following documents as specified below:

- (a) Non-Collusion Affidavit
- (b) Prequalification Statement
- (c)
- (d)
- (e)

12. Brand Name or Equal-Specified Materials. Where, in the specifications, one or more specified materials, trade names, or articles of certain manufacture are mentioned, it is done for the purpose of establishing a basis of durability and proficiency, and not for the purpose of limiting competition. The bidder can submit other names of materials and, if, the Director of the Board determines that, they are equal in durability and sufficiency to those mentioned and of a design in harmony with the work as outlined, then the bid will be accepted as responsive. However, if the Director of the Board determines that such materials are not equal, then the bid may be rejected as non-responsive. Consequently, bidders are advised to submit any such request for changes or deviations in materials to the Director of The Board prior to submitting bids. Any approval of deviation will be by written amendment to the solicitation and will be submitted to all bidders who have obtained IFBs.

13. Minority Business Enterprise/Women Business Enterprise Requirements.

(CONSTRUCTION)

It is the policy of the City of Fort Wayne that Minority Business Enterprises and Women Business Enterprises should participate to the greatest extent possible consistent with the State Law in Procurement Contracts awarded by the City of Fort Wayne.

In order to fulfill this policy, the City of Fort Wayne has adopted General Ordinance G-16-84 (Chapter 7 of the Code of the City of Fort Wayne) which sets participation goals for procurement contracts of at least 7% for Minority Business Enterprises and at least 2% for Women Business Enterprises. To meet the participation goals, a Minority Business Enterprise may be either a prime contractor, sub-contractor, or a joint venture.

Minority Business Enterprise (MBE) is a business of which at least 51% is owned and controlled by minority group members. ("Minority" means Black, Hispanic, American Indian, Asian, Pacific Islander, and Alaskan Native). The minority owners must exercise actual day-to-day management, as well as actively participate in management and policy decisions affecting the business. The contribution of capital, equipment or expertise made by the minority owners must be real, substantiated and documented.

Women Business Enterprise (WBE) is a business of which at least 51% is owned and controlled by women. The women owners must exercise actual day-to-day management, as well as actively participate in management and policy decisions affecting the business. The contribution of capital, equipment or expertise made by the women owners must be real, substantiated and documented.

The contract for which this proposal/bid is prepared is governed by the MBE/WBE Ordinance. This form must be completed in order to be responsive to this IFB/RFP. If the participation goal of 7% for MBE and 2% for WBE are not met or exceeded in your bid or proposal, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated in determining whether the bidder/offeror is responsible.

A list of possible MBE/WBE contractors/suppliers are on file in the Compliance Office, Room 800, city-County Building, for Contractor review.

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO THE MBE/WBE GOALS OF THE CITY FOR WORK DONE PURSUANT TO THIS CONTRACT:

A. \_\_\_\_\_ The undersigned firm certifies that it is an MBE/WBE Contractor (cross out inapplicable provision).

For MBE specify percentage of minority ownership \_\_\_\_\_ %.

For WBE specify percentage of women ownership \_\_\_\_\_ %.

B. \_\_\_\_\_ The undersigned certifies that they are a joint venture in which the following (MBE/WBE) firm (cross out inapplicable provision) is a joint venture partner.

The MBE/WBE firm (cross out inapplicable provision) shall have \_\_\_\_\_ & participation (employees) \_\_\_\_\_ & participation (costs) in this project.

Specify the percentage of minority/women ownership in the MBE/WBE firm \_\_\_\_\_. (cross out inapplicable provision)

C. The undersigned commits \_\_\_\_\_ % of the total bid price as a subcontract to minority business enterprise participation. The MBE firms which are proposed as subcontractors are the following:

<u>Name of Firm</u>	<u>Address</u>	<u>Type of Work</u>
1. Fox Contractors	Ft Wayne	Excavation & Pipe
2.		
3.		

D. The undersigned commits \_\_\_\_\_ % of the total bid price as a subcontract to women business enterprise participation. The WBE firms which are proposed as subcontractors are the following:

<u>Name of Firm</u>	<u>Address</u>	<u>Type of Work</u>
1. Statewide Trucking	Ft Wayne	HAUL
2.		
3.		

E. Complete (1) and (2) below if participation goals of 7% MBE and 2% WBE have not been met.

1. My Company cannot meet the participation goals for the following reasons:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. We have taken the following steps in an attempt to comply with these participation goals:

\_\_\_\_\_  
\_\_\_\_\_

(attach additional sheets as necessary)

Contractor RIETH-RILEY CONSTRUCTION CO. Contractor \_\_\_\_\_  
INC.

By Les A. Weber \_\_\_\_\_ By \_\_\_\_\_

Its Area Manager \_\_\_\_\_ Its \_\_\_\_\_

14. Minority/Female Hourly Employment Requirements.  
The City's policy is to encourage a greater utilization of minority and/or female employees in City construction projects. The Board has, therefore, adopted a minimum goal of 17½ of the total work hours on each project to be expended by minority and/or female employees. ("Minority" shall include: Blacks, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native.)

The bidder shall state in "A" below the percentage of total work hours which the bidder and his subcontractors will employ and utilize women and minority employees on this project. If a contract is awarded as a result of this bid, the percentage figure set forth in "A" shall become contractually binding on the bidder. The successful bidder will also be required to prepare reports for the City demonstrating compliance with this percentage and will allow city officials access to his records, facilities and work site and to those of his subcontractors to determine compliance.

The bidder must fill in the required blanks in this clause in order to be responsive to this IFB. If the bidder does not meet or exceed the hourly utilization goal of 17½ minority/female participation, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated to determine whether the bidder is responsible.

**THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO MINORITY/FEMALE  
HOURLY UTILIZATION.**

A. The undersigned firm certifies that it will employ and utilize minorities and females and/or will ensure that its subcontractors employ and utilize minorities and females so that minorities and females will work at least 17½ of the total hours worked on this project.

B. Complete (1) and (2) below if the hourly utilization figure set forth in "A" is less than 17½.

1. My Company and its subcontractors cannot meet the 17½ minimum hourly utilization figure for the following reasons: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. My Company has taken the following steps in an attempt to comply with the 17 $\frac{1}{2}$  hourly utilization figure:

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(attach additional sheets if necessary)

Contractor RIETH-RILEY CONSTRUCTION CO., INC.

By Les Weber

Les A Weber

Its

Area Manager

15. Required Prevailing Wage Schedule Payments - Pursuant to Indiana Code 5-16-7-1. All contractors and subcontractors working on the project awarded pursuant to this contract shall pay the prevailing wage rates for skilled, semi-skilled and unskilled laborers, workmen and mechanics. This wage determination has been made in accordance with the procedures set forth in Indiana Code 5-16-7-1. This determination and the required wage rates are available for examination by any prospective bidder at The Board of Public Works and Safety, 9th Floor, City-County Building, Fort Wayne, Indiana.

If a bidder is awarded a contract as a result of this Invitation for Bids, he/she/it shall file a schedule of wages, on forms provided by the City of Fort Wayne, demonstrating compliance with the wage rate determination. The successful prime contractor shall be responsible for obtaining schedules from all subcontractors. All schedules shall be filed before the contractor commences any work on the project.

Penalties for failure to pay the prevailing wage rate are set forth in Indiana Code 5-16-7-3.

16. Site Orientation. A site orientation (will/will not) be conducted by the City Engineers. If such an orientation is conducted, it will be held on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, commencing at \_\_\_\_\_ o'clock \_\_\_\_\_.M. at the site of the project.

Regardless of whether a site orientation is conducted or not, bidders are required to visit the site of the work, and inform themselves fully of the conditions, under which the work will be performed. The bidders shall be responsible for all conditions that affect the work, including, but not limited to all sub-surface conditions.

17. Performance Bond. The successful bidder, at the time of signing the contract will be required, at his own expense, to furnish a bond guaranteeing faithful execution of the contract, in full amount of the contract price, executed by the bidder and a surety to be approved by The Board, on the bond form headed by The Board. The Performance Bond shall contain the following clause: "The said Surety, for value received, hereby stipulates and agrees, that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any change, extension of time, alteration or addition to the terms of the contract, or to the work or specification."

18. Additional Bonds. If a bidder is awarded a contract he will also be required to execute with surety, satisfactory to The Board;

- A. Payment Bond. In the amount of payment to be made under the contract.
- B. Warranty Bond. In the amount of the contract warranting the contractor's performance of a period of three years after the date of the City's acceptance.

19. Councilmanic Approval and Ratification of Contract. This agreement, although executed on behalf of the Owner by the Mayor and The Board, shall not be binding upon the Owner unless, and until, the contract has been ratified and approved by the Common Council of the City of Fort Wayne, Indiana. And if the Common Council fails to approve the contract within ninety days after the date of bid opening, then the Contractor shall not be bound to the contract unless he/she/it elects to be so bound.

20. Method of Contract Award. The contract resulting from this IFB will be awarded:

- A. On an all or none basis.
- B. As follows: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SCHEDULE  
Board of Public Works and Safety

The contractor agrees to furnish at his/her/its own cost all labor, insurance, materials, equipment, and power for the complete performance of the following project:

Resolution No. 6076-87 - Eastbrook Drive

---

---

All work will be performed in accordance with: Resolution # 6076-87 the IFB, this contract and the applicable plans, specifications, and drawings for a TOTAL PRICE of \$ -----. (If unit prices are applicable, the contractor agrees to perform for those unit prices as set forth in the Schedule of Unit Prices attached hereto).

The work shall be commenced within ten (10) days after The Board issues a written notice to proceed. All work shall be completed within 6/30/87 days after issuance of the notice to proceed. Those days which the contractor cannot work because of severely inclement weather shall not be counted.

Liquidated Damages Provision. (This clause shall be applicable to this contract only if the box contains a checkmark or an "X".) It is hereby agreed by and between the City of Fort Wayne and Contractor that time is of the essence of this agreement and the contractor agrees that it will complete the project as herein defined on or before 6/30/87 days after issuance of the notice to proceed. The parties agree that it is a business and governmental necessity that the project be completed by this date, that it will be difficult or impossible to make an accurate determination of the damages that would be incurred by the City of Fort Wayne, and therefore provide for liquidated damages in the sum of \$ 250.00 per day for each and every day after 6/30/87 days after issuance of the notice to proceed that the project remains uncompleted. The parties agree that the sum of \$ 250.00 per day is a reasonable estimate as to the damages which would be incurred by the City of Fort Wayne. The parties further agree that causes beyond the control of the contractor may delay the completion date. Therefore, the parties agree that delays in the completion date beyond the control of the contractor shall not result in liquidated damages.

Delays beyond the control of the contractor can include but are not necessarily limited to, the following: Acts of God, strikes, lockouts or industrial disturbances, acts of public enemies, restraining orders of any kind by the government of the United States of America or of the State of Indiana or any of their departments, agencies, or officials, or any civil or military authority, insurrections, riots, landslides, earthquakes, fires, incapacitating storms, floods, and explosions.

CERTIFICATION OF BIDDER/VENDOR

The undersigned, on behalf of RIETH-RILEY CONSTRUCTION CO., INC.  
\_\_\_\_\_, does hereby make the following representations  
to the City of Fort Wayne, Indiana.

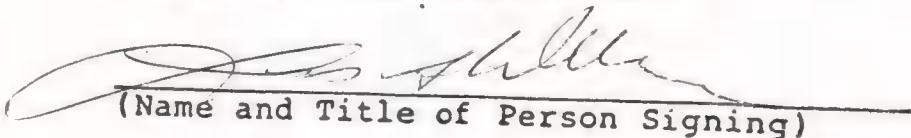
WHEREAS, it is acknowledged that the Common Council  
of the City of Fort Wayne, Indiana, has passed an ordinance con-  
demning the apartheid policies of the country of South Africa;

WHEREAS, Council's ordinance requires that all persons,  
firms or corporations submitting bids to the City, for goods and  
services, certify, as part of the bid, that such entity does not  
support the policies of apartheid in South Africa.

The undersigned states, on behalf of RIETH-RILEY CONSTRUCTION CO.,  
INC. \_\_\_\_\_, that RIETH-RILEY CONSTRUCTION CO., INC. \_\_\_\_\_  
does not support or endorse the policy of apartheid in South Africa.

IN WITNESS WHEREOF, this Certification has been signed  
this 25th day of February \_\_\_\_\_, 1987.

(Name of Bidder/Vendor)  
RIETH-RILEY CONSTRUCTION CO., INC.

  
(Name and Title of Person Signing)

Les A Weber, Area Manager

CERTIFICATE IN LIEU OF FINANCIAL STATEMENT

I, Les A Weber, the Area Manager  
(name)

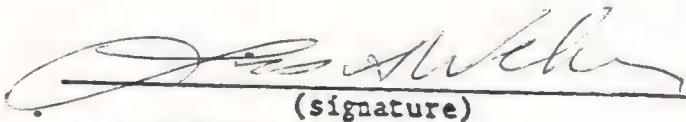
of RIETH-RILEY CONSTRUCTION CO., INC.  
(position) (company)

hereby certify:

(1) That the Financial Statement of said company, dated the 14th day of January, 1987, now on file in the office of the Board of Public Works of the City of Fort Wayne, Indiana, which Financial Statement is by reference incorporated herein and made a part hereof, is a true and correct statement and accurately reflects the financial condition of said company as of the date hereof;

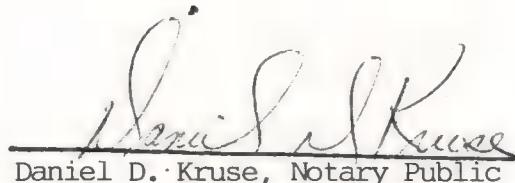
(2) That I am familiar with the books of said company showing its financial condition and am authorized to make this certificate on its behalf.

Dated: 2/25/87

  
(signature)

Les A Weber

SUBSCRIBED AND SWORN TO before me, a Notary Public, in and for said County and State, this 25th day of February, 1987.

  
Daniel D. Kruse, Notary Public

My commission expires: April 15, 1990

NON-COLLUSION AFFIDAVIT

The Bidder, by its officers and members

agents or representatives present at the time of filing this bid, being duly sworn on their oaths, say that neither they nor any of them have in any way, directly or indirectly, entered into any arrangement or agreement with any other bidder, or with any public officer of such City of Fort Wayne, Indiana, whereby such affiant or affiants or either of them, has paid or is to pay to such other bidder or public officer any sum of money, or has given or is to give such bidder or public officer anything of value whatever, or such affiant or affiants or either of them has not directly or indirectly, entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for by the attached bids, that no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the said bid or awarding of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contract sought by this bid.

RIETH-RILEY CONSTRUCTION CO., INC.

By: Les A. Weber  
Les A Weber  
Area Manager

Subscribed and sworn to before me by Les A Weber  
this 25th day of February

My Commission Expires:

April 15, 1990

Daniel D. Kruse  
Notary Public Daniel D. Kruse  
Resident of Allen County, IN  
19 87.

Subscribed and sworn to before me by \_\_\_\_\_  
this \_\_\_\_\_ day of \_\_\_\_\_

My Commission Expires:

Notary Public \_\_\_\_\_  
Resident of \_\_\_\_\_ County, IN

Subscribed and sworn to before me by \_\_\_\_\_  
this \_\_\_\_\_ day of \_\_\_\_\_

My Commission Expires:

Notary Public \_\_\_\_\_  
Resident of \_\_\_\_\_ County, IN

# UNITED PACIFIC INSURANCE COMPANY

HOME OFFICE, FEDERAL WAY, WASHINGTON

Bond No. \_\_\_\_\_

## BID BOND

APPROVED BY THE AMERICAN INSTITUTE OF ARCHITECTS  
A.I.A. DOCUMENT NO. A-310 (FEB. 1970 ED.)

KNOW ALL MEN BY THESE PRESENTS, that we **Rieth-Riley Construction Co., Inc.**  
**311 West Madison Street, Goshen, Indiana 46526**

as Principal, hereinafter called the Principal, and the UNITED PACIFIC INSURANCE COMPANY of Federal Way, Washington, a corporation duly organized under the laws of the State of Washington, as Surety, hereinafter called the Surety, are held and firmly bound unto

Board of Public Works & Safety  
City of Fort Wayne, Indiana

as Obligee, hereinafter called the Obligee, in the sum of **Five Percent (5%) Bid Bond**

Dollars (\$ \_\_\_\_\_),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for **Improvement Resolution No. 6076-87**

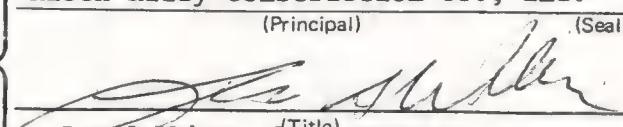
NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this

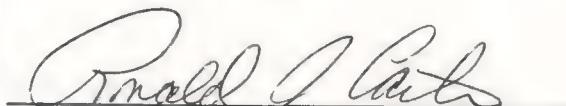
day of

A.D. 19

(Witness)

**Rieth-Riley Construction Co., Inc.**  
(Principal) (Seal)  
  
Les A. Weber, <sup>Title</sup> Area Manager

UNITED PACIFIC INSURANCE COMPANY

  
Ronald J. Carter, Attorney-in-Fact

# UNITED PACIFIC INSURANCE COMPANY

HOME OFFICE, FEDERAL WAY, WASHINGTON

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, That the UNITED PACIFIC INSURANCE COMPANY, a corporation duly organized under the laws of the State of Washington, does hereby make, constitute and appoint Ronald J. Carter of Carmel, Indiana

its true and lawful Attorney-in-Fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed any and all bonds and undertakings of Suretyship,

and to bind the UNITED PACIFIC INSURANCE COMPANY thereby as fully and to the same extent as if such bonds and undertakings and other writings obligatory in the nature thereof were signed by an Executive Officer of the UNITED PACIFIC INSURANCE COMPANY and sealed and attested by one other of such officers, and hereby ratifies and confirms all that its said Attorney(s)-in-Fact may do in pursuance hereof.

This Power of Attorney is granted under and by authority of Article VII of the By-Laws of UNITED PACIFIC INSURANCE COMPANY which became effective September 7, 1978, which provisions are now in full force and effect, reading as follows:

### ARTICLE VII – EXECUTION OF BONDS AND UNDERTAKINGS

1. The Board of Directors, the President, the Chairman of the Board, any Senior Vice President, any Vice President or Assistant Vice President or other officer designated by the Board of Directors shall have power and authority to (a) appoint Attorneys-in-Fact and to authorize them to execute on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and (b) to remove any such Attorney-in-Fact at any time and revoke the power and authority given to him.

2. Attorneys-in-Fact shall have power and authority, subject to the terms and limitations of the power of attorney issued to them, to execute and deliver on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof. The corporate seal is not necessary for the validity of any bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

3. Attorneys-in-Fact shall have power and authority to execute affidavits required to be attached to bonds, recognizances, contracts of indemnity or other conditional or obligatory undertakings and they shall also have power and authority to certify the financial statement of the Company and to copies of the By-Laws of the Company or any article or section thereof.

This power of attorney is signed and sealed by facsimile under and by authority of the following Resolution adopted by the Board of Directors of UNITED PACIFIC INSURANCE COMPANY at a meeting held on the 5th day of June, 1979, at which a quorum was present, and said Resolution has not been amended or repealed:

"Resolved, that the signatures of such directors and officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the UNITED PACIFIC INSURANCE COMPANY has caused these presents to be signed by its Vice President, and its corporate seal to be hereto affixed, this 13th day of January 1986.

UNITED PACIFIC INSURANCE COMPANY

Vice President



STATE OF Pennsylvania  
COUNTY OF Philadelphia } ss.

On this 13th day of January, 1986, personally appeared Raymond MacNeil

to me known to be the Vice-President of the UNITED PACIFIC INSURANCE COMPANY, and acknowledged that he executed and attested the foregoing instrument and affixed the seal of said corporation thereto, and that Article VII, Section 1, 2, and 3 of the By-Laws of said Company, and the Resolution, set forth therein, are still in full force.

My Commission Expires:

September 28, 1987



Notary Public in and for State of Pennsylvania

Residing at Philadelphia

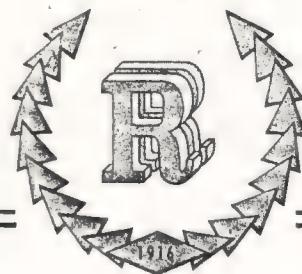
I, James F. Marckstein, Assistant Secretary of the UNITED PACIFIC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said UNITED PACIFIC INSURANCE COMPANY, which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company this

25th day of February 1987



Assistant Secretary



# RIETH-RILEY CONSTRUCTION CO., INC.

POST OFFICE BOX 477, GOSHEN, INDIANA 46526

Know all men by these Presents, that the Rieth-Riley Construction Co., Inc., a corporation organized under the laws of the State of Indiana, at a meeting of its board of directors on December 6, 1986 took the following action:

"RESOLVED, that Leslie A. Weber, being an employee of the Corporation, shall have full power and authority for and on behalf of this Corporation to submit bids for and to execute in its name and stead any contract not exceeding \$450,000.00 which calls for work, services or materials to be furnished by the Corporation, whether such contracts be public or private in nature, and any bids and contracts thus executed shall be binding upon the Corporation; and said Leslie A. Weber shall have full power and authority to execute bonds and all requisite instruments for the purpose of carrying out the provisions of this resolution; and this resolution shall remain in full force and effect until rescinded."

In witness whereof I have affixed my name as President.

RIETH-RILEY CONSTRUCTION CO., INC.

Dale E. Capon  
President

I certify that the foregoing is a true and correct copy of a resolution duly adopted at a meeting of the Board of Directors held December 6, 1986 which is in full force and effect.

Larry L. Jones, Secretary  
RIETH-RILEY CONSTRUCTION CO., INC.

State of Indiana )  
County of Allen ) SS:

Subscribed and sworn to before me by Dale E. Capon and Larry L. Jones, this 25th day of February, 1987.

My commission expires

April 15, 1990

Daniel D. Kruse

Notary Public

OFFICE AND WAREHOUSE, 311 WEST MADISON STREET PHONE (219)533-2125

## ITEMIZED PROPOSAL

CONTRACTOR: RIETH-RILEY CONSTRUCTION CO.,  
INC.

PROJECT: EASTBROOK-BROOK ST. TO GROVE ST.

RES. NO: 6076-87

**TOTAL:**

41,904.40

Sheet 1 of 1

Note: Contractor will be paid on measured quantities only at unit price bid



## UNITED PACIFIC INSURANCE COMPANY

HOME OFFICE, TACOMA, WASHINGTON

## PERFORMANCE BOND

The American Institute of Architects, AIA Document A311, February 1970 Edition.

KNOW ALL MEN BY THESE PRESENTS: that (Here insert full name and address or legal title of Contractor)

RIETH-RILEY CONSTRUCTION CO., INC., Fort Wayne, Indiana

as Principal, hereinafter called Contractor, and, UNITED PACIFIC INSURANCE COMPANY, a corporation of the State of Washington, with its Home Office at Tacoma, Washington, as Surety, hereinafter called Surety, are held and firmly bound unto (Here insert full name and address or legal title of Owner)

BOARD OF PUBLIC WORKS, CITY OF FORT WAYNE, INDIANA

as Obligee, hereinafter called Owner, in the amount of - - - FORTY ONE THOUSAND NINE HUNDRED FOUR AND

40/100 - - - - - Dollars (\$ 41,904.40 ), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated March 4 19 87 , entered into a contract with Owner for

CONCRETE WORK - EASTBROOK DRIVE  
RESOLUTION NO. 6076-87

in accordance with Drawings and Specifications prepared by (Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

1) Complete the Contract in accordance with its terms and conditions, or

2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of Owner.

Signed and sealed this

13th

day of

March

19 87

RIETH-RILEY CONSTRUCTION CO., INC.

(Seal)

(Witness)

Kimberly S. Holt

(Witness)

Performance Bond

Revised to February, 1970

SB 5715ax (1) Printed in U.S.A.

BDU-2304 ED. 7-71

(Principal)

(Title)

Les A Weber, Area Manager

UNITED PACIFIC INSURANCE COMPANY

(Title)

Eileen R. Roberts

Eileen R. Roberts, Attorney-in-Fact

**UNITED PACIFIC INSURANCE COMPANY**  
HOME OFFICE, TACOMA, WASHINGTON

**LABOR AND MATERIAL PAYMENT BOND**

The American Institute of Architects, AIA Document A311, February 1970 Edition.

THIS BOND IS ISSUED SIMULTANEOUSLY WITH PERFORMANCE BOND IN FAVOR OF THE OWNER CONDITIONED ON THE FULL AND FAITHFUL PERFORMANCE OF THE CONTRACT

KNOW ALL MEN BY THESE PRESENTS: that (Here insert full name and address or legal title of Contractor)

RIETH-RILEY CONSTRUCTION CO., INC., Fort Wayne, Indiana

as Principal, hereinafter called Principal, and, UNITED PACIFIC INSURANCE COMPANY, a corporation of the State of Washington, with its Home Office at Tacoma, Washington, as Surety, hereinafter called Surety, are held and firmly bound unto (Here insert full name and address or legal title of Owner)

BOARD OF PUBLIC WORKS, CITY OF FORT WAYNE, INDIANA

as Obligee, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the amount of

- FORTY ONE THOUSAND NINE HUNDRED FOUR AND 40/100 - - - - - Dollars (\$ 41,904.40 ), for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated March 4 1987, entered into a contract with Owner for

CONCRETE WORK - EASTBROOK DRIVE  
RESOLUTION NO. 6076-87

in accordance with Drawings and Specifications prepared by (Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION** is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

7536

Admn. Appr.

TITLE OF ORDINANCE Contract for Res. 6076-87, Eastbrook Drive, street pavement, drainage, curbs & driveway approaches (NIP Bond Issue)  
DEPARTMENT REQUESTING ORDINANCE Board of Public Works & Safety Issue

SYNOPSIS OF ORDINANCE The Contract for Res. 6076-87, is for the improvement of Eastbrook Drive: from the North property line of Brook Street to the South property line of Grove Street for the purpose of street pavement, drainage, curbs and driveway approaches (NIP Bond Issue). Rieth-Riley is the contractor. S-87-0328

EFFECT OF PASSAGE Improvement of above area with drive approaches, street pavement, drainage and curbs.

EFFECT OF NON-PASSAGE

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$41,904.40

ASSIGNED TO COMMITTEE

BILL NO. \_\_\_\_\_

S-87-03-28

REPORT OF THE COMMITTEE ON PUBLIC WORKS

WE, YOUR COMMITTEE ON PUBLIC WORKS TO WHOM WAS REFERRED AN (ORDINANCE) (RESOLUTION) approving the Contract for Res. 6076-87, Eastbrook Drive, street pavement, drainage, curbs and driveway approaches, (NIP Bond Issue), between Rieth-Riley Construction Co., Inc., and the City of Fort Wayne, Indiana, in connection with the Board of Public Works and Safety

HAVE HAD SAID (ORDINANCE) (RESOLUTION) UNDER CONSIDERATION AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE) (RESOLUTIONXX)

YES

NO

Samuel J. Talarico SAMUEL J. TALARICO  
CHAIRMAN

Janet G. Bradbury JANET G. BRADBURY  
VICE CHAIRPERSON

Paul M. Burns PAUL M. BURNS

James S. Stier JAMES S. STIER

Charles B. Redd CHARLES B. REDD

CONCURRED IN 4-14-87

SANDRA E. KENNEDY  
CITY CLERK